

3

EXTENSION OF PRIMARY TERM OF AND AMENDMENT TO
"NO DRILL" OIL AND GAS MINERAL LEASE

(4/19/07 Mansfield ISD/XTO Lease, As to Tracts 11 and 12 Only)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TARRANT

WHEREAS,

(A) Reference is here made for all purposes to that certain "No Drill" Oil and Gas Mineral Lease (hereinafter referred to as the "Lease") dated April 19, 2007, recorded as Instrument # D207175753 in the Records of Tarrant County, Texas, from the undersigned, MANSFIELD INDEPENDENT SCHOOL DISTRICT (referred to therein and herein as "Lessor"), as Lessor, to XTO Energy Inc. (hereinafter referred to as "XTO"), as Lessee, INSOFAR AND ONLY INSOFAR as the Lease covers 13.919 acres of land, more or less, out of the James J. McDonald Survey, A-977, and the W. H. Harrell Survey, A-724, all in Tarrant County, Texas, comprised of Tracts 11 and 12 only, more particularly described on Exhibit "A" attached to the Lease, which tracts are hereinafter sometimes referred to as "Tracts 11 and 12";

(B) Reference is here made for all purposes to that certain Assignment of Oil, Gas and Mineral Lease dated August 25, 2008, recorded as Instrument # D208407992 of the Records of Tarrant County, Texas, wherein XTO assigned to the undersigned, BAGBY ENERGY HOLDINGS, LP, an Oklahoma Limited Partnership (hereinafter referred to as "Bagby"), the Lease, INSOFAR AND ONLY INSOFAR as the Lease covers Tracts 11 and 12; and

(C) Lessor and Bagby desire to extend the primary term of the Lease, INSOFAR AND ONLY INSOFAR as the Lease covers Tracts 11 and 12, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived here from by Lessor and Bagby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Bagby do hereby ALTER, AMEND, MODIFY and CHANGE the following phrase appearing on the second line of Paragraph 2. of the Lease, INSOFAR AND ONLY INSOFAR as the Lease covers Tracts 11 and 12, which states as follows:

"TWO (2) years, ending April 19, 2009"

and inserting in lieu thereof and in complete substitution therefor the following phrase:

"TWO (2) years and SIX (6) months, ending October 19, 2009",

IN SOFAR AND ONLY IN SOFAR as such phrase and period of time covers, pertains or relates to Tracts 11 and 12 only; provided, that in no event shall any drilling operations conducted by Bagby on Tracts 11 and 12 be considered "drilling operations" pursuant to the provisions of Paragraph 20 of the Lease that serve to maintain the Lease as to any of the tracts comprising the original leased premises, excluding Tracts 11 and 12.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Lessor and Bagby, their respective successors and assigns.

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterpart signatures and acknowledgement pages may be combined to form one original instrument for recordation and all other purposes.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the respective dates set opposite their names below, but shall be effective as of November 1, 2008.

LESSOR:

MANSFIELD INDEPENDENT
SCHOOL DISTRICT

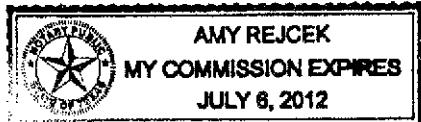
01/06/09
Date

By Vernon Newsom
Vernon Newsom, Superintendent

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 6th day of
January, 2009, by Vernon Newsom, as
Superintendent of MANSFIELD INDEPENDENT SCHOOL DISTRICT, on behalf
of said district.



Amy Rejcek
Notary Public in and for the State of Texas

BAGBY:

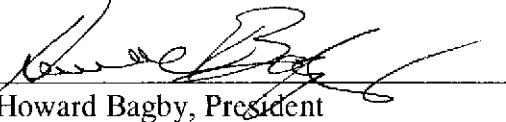
BAGBY ENERGY HOLDINGS, LP

By: Bagby Energy GP, LLC, its General Partner

By: Bagby Exploration & Production,
Inc., its Managing Member

1-7-09
Date

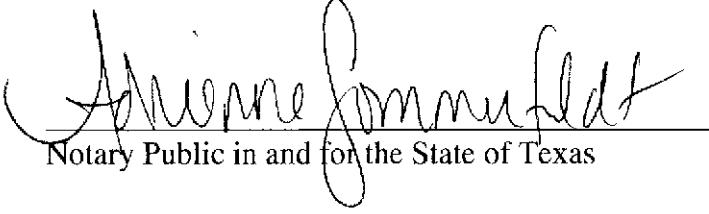
By:

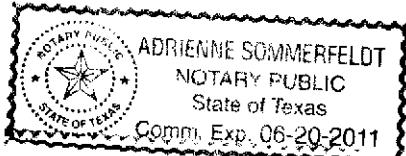

Howard Bagby, President

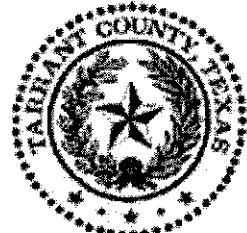
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this the 7th day of January, 2009, by Howard Bagby, as President of Bagby Exploration & Production, Inc., an Arkansas Corporation, on behalf of said corporation, as Managing Member of Bagby Energy GP, LLC, a Texas Limited Liability Company, on behalf of said company, as, General Partner of BAGBY ENERGY HOLDINGS, LP, a Texas Limited Partnership, on behalf of said partnership.


Notary Public in and for the State of Texas





BAGBY ENERGY LLC
P O BOX 5190

FORT SMITH AR 72913

Submitter: BAGBY ENERGY LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 02/17/2009 03:52 PM
Instrument #: D209042426
GPR 4 PGS \$24.00

By: _____



D209042426

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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